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13 **IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION AT LOS ANGELES**

15 INTERDIGITAL INC., INTERDIGITAL
16 VC HOLDINGS, INC., INTERDIGITAL
MADISON PATENT HOLDINGS, SAS,
17 AND INTERDIGITAL CE PATENT
HOLDINGS, SAS,

18 Plaintiffs and
19 Counterclaim-
Defendants,

20 v.

21 THE WALT DISNEY COMPANY,
22 DISNEY MEDIA AND
ENTERTAINMENT DISTRIBUTION LLC,
23 DISNEY DTC LLC, DISNEY
STREAMING SERVICES LLC, DISNEY
24 ENTERTAINMENT & SPORTS LLC,
DISNEY PLATFORM DISTRIBUTION,
25 INC., BAMTECH, LLC, HULU, LLC, AND
ESPN, INC.,

27 Defendants and
Counterclaim-Plaintiffs.

Case No. 2:25-cv-895-WLH-BFM

**DEFENDANTS' OPENING
CLAIM CONSTRUCTION
BRIEF**

Judge: Hon. Wesley L. Hsu
Magistrate: Hon. Brianna F.
Mircheff

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1 The parties dispute the construction of nine claim terms across four of the
2 asserted patents. For five terms, Defendants propose constructions firmly grounded
3 in the intrinsic record, relying on the specifications and the patentee's own
4 prosecution statements. The remaining four terms are indefinite: three because they
5 employ subjective or inconsistent language that provides no objective boundaries for
6 determining claim scope, and one because it impermissibly claims pure function
7 without reciting corresponding structure.

8 Plaintiffs, by contrast, misuse the claim construction process as a vehicle to
9 rewrite their claims. For some terms, they attempt to alter substantively the
10 relationships between claim elements; for others, they seek to delete express
11 limitations altogether. These litigation-driven constructions are improper because
12 they would impermissibly expand claim scope beyond what the patents actually teach
13 and recapture subject matter surrendered during prosecution to distinguish prior art.
14 For the reasons explained below, the Court should reject Plaintiffs' improper
15 attempts to rewrite their claims and adopt Defendants' constructions, which faithfully
16 reflect the intrinsic evidence and the governing law.

17 **I. LEGAL STANDARD**

18 “[T]he claims of a patent define the invention to which the patentee is entitled
19 the right to exclude.” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005)
20 (*en banc*) (citation omitted). Claim terms are construed in view of the “intrinsic
21 evidence,” including the patent claims, specification, and prosecution history. *Id.* at
22 1314-17. A patent’s prosecution history “can often inform the meaning of the claim
23 language by demonstrating how the inventor understood the invention and whether
24 the inventor limited the invention in the course of prosecution, making the claim
25 scope narrower than it would otherwise be.” *Id.* at 1317. Extrinsic evidence, such as
26 dictionaries, “can [also] be useful in claim construction.” *Id.* at 1318.

27 “Each element contained in a patent claim is deemed material to defining the
28 scope of the patented invention” *Warner-Jenkinson Co. v. Hilton Davis Chem.*

1 *Co.*, 520 U.S. 17, 29 (1997). Courts “must construe the claims based on the patentee’s
2 version of the claim as he himself drafted it.” *Chef Am., Inc. v. Lamb-Weston, Inc.*,
3 358 F.3d 1371, 1374 (Fed. Cir. 2004) (citation omitted). “[C]ourts may not redraft
4 claims, whether to make them operable or to sustain their validity.” *Id.*

5 “[A] patent is invalid for indefiniteness if its claims, read in light of the
6 specification delineating the patent, and the prosecution history, fail to inform, with
7 reasonable certainty, those skilled in the art about the scope of the invention.”
8 *Nautilus Inc. v. Biosig Instruments, Inc.*, 572 U.S. 898, 901 (2014). “Contradictory
9 limitations within a single claim or between different claims can render a claim
10 indefinite.” *In re Shafovaloff*, 2025 WL 1779173, at *1 (Fed. Cir. June 27, 2025).

11 **II. OVERVIEW OF PATENTS-IN-SUIT**

12 **A. ’301 Patent**

13 The ’301 Patent relates to motion compensation, a video compression
14 technique in which a frame in a video sequence is predicted based on one or more
15 previously-encoded frames, referred to as “reference pictures.” ’301 Patent at 1:27-
16 36. When multiple reference pictures are used for prediction, a different “weighting
17 factor” can be assigned to each reference picture to indicate its relative contribution
18 to predicting the frame. *Id.* at 1:37-51.

19 The patent acknowledges that motion compensation was known. *Id.* at 1:37-
20 51. It purports to improve upon existing methods by introducing a “reference picture
21 index” that identifies the reference picture used in the prediction along with its
22 associated weighting factor. *Id.* at 1:64-2:14. According to the patent, associating the
23 weighting factor with the reference picture index, as opposed to a separate index,
24 reduces the amount of data needed to represent the compressed video. *Id.* at 7:64-8:2,
25 8:57-67.

26 **B. ’610 Patent**

27 The ’610 Patent relates to “intra prediction”—using a portion of an image to
28 predict and encode other portions of the same image. ’610 Patent at Abstract, 1:21-

1 52. The patent acknowledges that this technique was already implemented in existing
2 video standards such as MPEG-4, which performs intra prediction on a “block basis”
3 (e.g., on 4x4 or 8x8 blocks of pixels). *Id.* The patent purports to improve intra
4 prediction by “dividing pixels within the block into at least a first group and a second
5 group” and using these sub-block groups for prediction. *Id.* at 8:17-9:28.

6 **C. '268 Patent**

7 The '268 Patent concerns techniques for correcting the color of a video so the
8 content appears consistent when displayed on devices that do not support industry-
9 standard color gamuts. '268 Patent at Abstract, 8:25-35. A color gamut is the range
10 of colors supported by a display device. *Id.* at 2:29-31, 3:21-31. According to the
11 patent, traditionally, color correction was performed on a reference type display that
12 supports an industry-standard color gamut. *Id.* at 4:1-40. It explains, however, that
13 when content corrected on such a reference type display was viewed on consumer
14 displays lacking support for the industry-standard color gamut, color discrepancies
15 could occur. *Id.*

16 To address this problem, the patent purports to perform color correction for a
17 non-reference type display (*i.e.*, a display that does not support an industry-standard
18 color gamut). *Id.* at Abstract, 4:41-55. This process also generates metadata that
19 allows the color-corrected content to be transformed from the non-reference display’s
20 color gamut to the industry-standard color gamut for playback on reference type
21 displays. *Id.* at Abstract, 4:41-5:35. According to the patent, this approach allows for
22 video content to be displayed with correct colors on both reference and non-reference
23 type displays. *Id.*

24 **D. '297 Patent**

25 The '297 Patent describes a method for modifying a user interface of an
26 electronic device to update available functionalities. '297 Patent at 1:39-44. It
27 describes a television that receives regular programming and additional “side
28 information.” *Id.* at 2:8-17. This side information is used to temporarily change the

way the user would interact with the television. *Id.* at 1:32-35, 2:57-67. For example, instead of receiving input through only a remote controller, the side information might instruct the television to temporarily enable voice commands. *Id.* at 3:11-25.

III. ARGUMENT

A. '301 Patent

1. “weighting factor” (claims 8, 10)

| Defendants’ Construction | Plaintiffs’ Construction |
|--|--------------------------|
| a coefficient for a multiplication operation that scales a value | a scaling value |

The dispute is whether a “weighting factor” must be used in a multiplication operation to perform scaling, as Defendants contend. The intrinsic and extrinsic evidence confirm that it does. A “weighting factor,” by definition, functions as a coefficient in a multiplication operation that scales a value. Plaintiffs concede that the term involves scaling but improperly attempt to broaden the claim to encompass any mathematical operation—an interpretation unsupported by the record.

First, the patent specification supports Defendants’ construction. The '301 Patent explains that a “weighting factor” is used to “scale[]” a reference picture and is the input to a “multiplier”—depicted in Figure 5 by the multiplication symbol “X.” '301 Patent at 2:43-46, 6:24-32, Fig. 5¹. The patent’s other embodiments all show

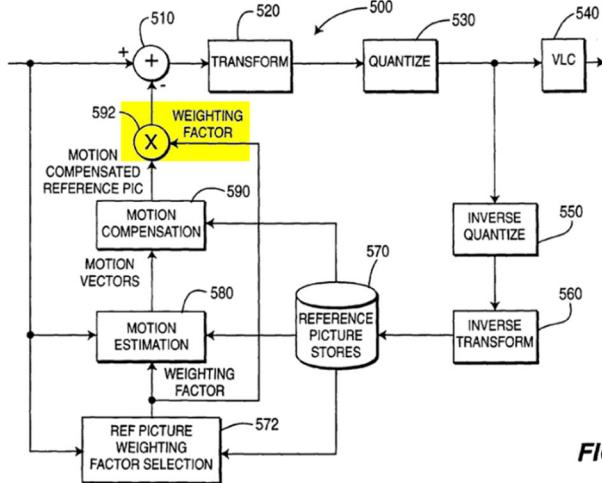


FIG. 5

¹ All color annotations and emphasis are added unless otherwise noted.

1 that “weighting factors” are used as coefficients in multiplication operations. *See id.*
2 at Figs. 2 (element 270), 3 (element 370), 6 (step 622), 7 (step 720).

3 The ’301 Patent also repeatedly uses equations in which weighting factors
4 “W0” and “W1” are coefficients in multiplication operations. *Id.* at 8:11-56. For
5 example, it defines the equation “Pred= $W0 * Pred0 + D0$,” in which “W0” is a
6 coefficient for a multiplication operation (denoted by “*”). *Id.* at 8:24-28. The
7 specification defines similar equations that use “W1” in multiplications, confirming
8 that weighting factors are always used as coefficients for multiplication. *Id.* at 8:29-
9 56. Plaintiffs’ expert even conceded that all embodiments in the patent use weighting
10 factors as coefficients in multiplications. Ex. 4 (Moulin Tr.) at 66:12-16.

11 Extrinsic evidence further supports Defendants’ construction. Technical
12 dictionaries uniformly define “factor” as an operand or multiplier in a multiplication
13 operation. Ex. 6 (IEEE Dictionary) at DIS448-0010217 (defining “factor” as “Any
14 of the operands in a multiplication operation”), Ex. 7 (Computer Dictionary) at
15 DIS448-0010220 (defining “factor” as “an item that is multiplied in a multiplication
16 problem”); Ex. 8 (Dictionary of Science and Technology) at DIS448-0010223
17 (defining “factor” as “the amount by which something is multiplied”). Proposals
18 submitted to the relevant video coding standard-setting organization, including one
19 submitted by the ’301 Patent’s inventor, also reinforce this usage. Ex. 9 (JVT-C066)
20 (specifying weighting factors w1 and w2 as coefficients for multiplication operations
21 that scale a value), Ex. 10 (JVT-B075) (same); Ex. 11 (JVT-D122) (proposal
22 submitted by inventor describing the weighting factors specified in JVT-C066 as
23 coefficients).

24 Plaintiffs dispute that a “weighting factor” must be a coefficient for
25 multiplication but cannot identify any other operation for scaling a value. To the
26 extent Plaintiffs argue that operations other than multiplication could be applied to
27 the reference pictures—such as “clipping” to ensure the result falls within an
28 allowable range—such operations are performed after the “weighting factor” has

1 already been multiplied to scale a value. '301 Patent at 8:11-56. Indeed, Plaintiffs' 2 expert agreed that a weighting factor must always be used in multiplication 3 operations, even if there are additional operations that happen after the multiplication 4 such as clipping, rounding, or offsetting. Ex. 4 (Moulin Tr.) at 147:5-11.

5 Plaintiffs' expert testified also that "when we talk about weighting factor, we 6 focus on the multiplication [operation]." *Id.* A person of ordinary skill in the art 7 ("POSITA") would not have given the term "weighting factor" any other 8 interpretation in the context of the '301 Patent. The Court should therefore adopt 9 Defendants' construction.

10 **2. "assigning a second weighting factor for the image block
11 corresponding to a second reference picture index
 corresponding to a second reference picture" (claim 10)**

| Defendants' Construction | Plaintiffs' Construction |
|---------------------------------|---|
| Indefinite | assigning a second weighting factor for the image block wherein the second weighting factor and a second reference picture correspond to a second reference picture index |

16 This term is indefinite because a POSITA would not have been able to choose 17 among multiple plausible interpretations. The term recites four elements: "assigning 18 [1] a second weighting factor for [2] the image block corresponding to [3] a second 19 reference picture index corresponding to [4] a second reference picture." There are 20 several plausible interpretations for how these four elements correspond to each 21 other, rendering the term indefinite. *See, e.g., SK Microworks Am., Inc. v. Far E. New* 22 *Century Corp.*, 2025 WL 1196360, at *7 (C.D. Cal. Jan. 23, 2025) (finding a claim 23 term indefinite because the "ambiguous wording in the claim results in two potential 24 explanations"); *Diamond Coating Techs., LLC v. Hyundai Motor Am.*, 2014 WL 25 5698445, at *4 (C.D. Cal. Aug. 25, 2014) (stating that a claim term would be 26 indefinite if it has multiple plausible interpretations).

27 Under one plausible interpretation, it is "[2] the image block" that is 28 "corresponding to [3] a second reference picture index corresponding to [4] a second

1 reference picture.” Ex. 1 (Mayer-Patel Decl.), ¶¶37-38. This interpretation is
2 consistent with the claim language because “corresponding to” immediately follows
3 “the image block.” *Id.*, ¶38. It is also consistent with the understanding of a POSITA.
4 Ex. 3 (Mayer-Patel Tr.) at 84:17-85:7. For example, the ’301 Patent discloses
5 weighting factors being assigned to image blocks of reference pictures, where a
6 particular image block corresponds to a reference picture, which in turn corresponds
7 to a reference picture index. *Id.*; Ex. 1 (Mayer-Patel Decl.), ¶38; ’301 Patent at 7:59-
8 63. Furthermore, the difference in the language of claims 8 (which associates the
9 “weighting factor” with a “reference picture index) and 10 (which links “image
10 block” to “reference picture index”) further supports this interpretation. Ex. 1
11 (Mayer-Patel Decl.), ¶¶37-38.

12 Under a second plausible interpretation, it is the “[1] second weighting factor”
13 that is “corresponding to [3] a second reference picture index corresponding to [4] a
14 second reference picture.” *Id.*, ¶39. This interpretation is plausible because the
15 specification states that “the weighting factor(s) ... correspond to [the] reference
16 picture indices” and that “if three reference pictures can be used to encode the current
17 slice, up to three weighting factors are transmitted, and they are associated with the
18 reference picture with the same index.” *Id.*; ’301 Patent at 7:29-49. Thus, under this
19 interpretation, it is the second weighting factor that “correspond[s] to a second
20 reference picture index corresponding to a second reference picture.” Ex. 1 (Mayer-
21 Patel Decl.), ¶39.

22 Plaintiffs propose yet another interpretation by rewriting the claim term from
23 “assigning [1] second weighting factor for [2] the image block corresponding to [3]
24 a second reference picture index corresponding to [4] a second reference picture” to
25 “assigning [1] for [2] wherein [1] and [4] correspond to [3].” This redrafting
26 improperly reverses the relationship between elements [3] and [4]. It also creates new
27 ambiguity as to whether elements [1] and [4] correspond to each other, or whether
28 element [2] corresponds to elements [3] and [4]. Plaintiffs’ own expert acknowledged

1 that rewriting was needed to make sense of the term. Ex. 4 (Moulin Tr.) at 86:2-
2 87:15. But rewriting is not permitted. *See Horizon Pharma, Inc. v. Dr. Reddy's Labs.*
3 *Inc.*, 839 F. App'x 500, 505 (Fed. Cir. 2021) ("That the proper construction of the
4 claims is nonsensical does not warrant judicial redrafting of the claims."); *Chef Am.*,
5 358 F.3d at 1374 ("courts may not redraft claims ... to sustain their validity").

6 The Court should thus reject Plaintiffs' construction and find the term
7 indefinite.

8 **3. "the substantially uncompressed image block" (claim 10)**

| Defendants' Construction | Plaintiffs' Construction |
|--------------------------|--------------------------|
| Indefinite | the image block |

11 This term is indefinite because it is an undefined term of degree. Plaintiffs
12 implicitly concede the problem by attempting to delete "substantially uncompressed"
13 from the claim language. That approach is impermissible.

14 **a. "Substantially" is an undefined term of degree**

15 A claim term is indefinite if it "fail[s] to inform, with reasonable certainty,
16 those skilled in the art about the scope of the invention." *Nautilus*, 572 U.S. at 901.
17 "Definiteness problems often arise when words of degree are used in a claim." *Seattle*
18 *Box Co. v. Indus. Crating & Packing, Inc.*, 731 F.2d 818, 826 (Fed. Cir. 1984). When
19 "words of degree" are used, "the district court must determine whether the patent's
20 specification provides some standard for measuring that degree." *Id.*

21 Courts have found that "substantially" is a term of degree that often renders a
22 claim indefinite. For example, in *In re Taasera Licensing LLC, Pat. Litig.*, the Court
23 found "substantially real time" to be indefinite. 2023 WL 8628323, at *20 (E.D. Tex.
24 Dec. 13, 2023). The Court noted that the patent-at-issue's use of both "real time" and
25 "substantially real time" indicated that there must be "some difference in scope
26 between" these terms. *Id.* at *20. The Court then noted that the patent does not
27 provide any objective standard for distinguishing between "real time" and
28 "substantially real time," and the patentee fails to "explain[] where one ends and the

1 other begins.” *Id.* Other courts have found similar “substantially” terms indefinite.
2 See, e.g., *Brazabra Corp. v. Ce Soir Lingerie Co., Inc.*, 2019 WL 13136348, at *5
3 (W.D. Tex. Aug. 15, 2019) (finding “substantial area” indefinite); *Core Wireless*
4 *Licensing S.A.R.L. v. Apple Inc.*, 2016 WL 3124614, at *12 (N.D. Cal. June 3, 2016)
5 (finding “substantially impair the quality of the user information” indefinite),
6 *Cayenne Med., Inc. v. Medshape, Inc.*, 2016 WL 2606983, at *6 (D. Ariz. May 6,
7 2016) (finding “substantially different construction” indefinite).

8 Likewise, the ’301 Patent uses both “uncompressed image block” and
9 “substantially uncompressed image block,” suggesting that there must be a difference
10 in scope between them. Compare ’301 Patent at Claim 8 with Claim 10. But the
11 patent specification fails to provide any objective guidance to differentiate between
12 the two. Ex. 1 (Mayer-Patel Decl.), ¶¶44-45. And Plaintiffs’ expert was unable to
13 distinguish between an “uncompressed image block” and a “substantially
14 uncompressed image block.” Ex. 4 (Moulin Tr.) at 70:4-9.

15 During the ’301 Patent’s prosecution, the Examiner arrived at the same
16 conclusion, finding that “‘substantially’ is a term of degree ... and renders the claim
17 indefinite.” Ex. 12 (’301 File History, 9/21/06 Office Action) at 2-3. The patentee
18 subsequently deleted the term “substantially” from some of the claims, conceding
19 that “substantially” was indefinite. Ex. 22 (’301 File History, 12/7/26 Response) at
20 6. However, the patentee kept “substantially uncompressed” in claim 10 and now
21 asserts this claim in litigation.

22 **b. Plaintiffs cannot delete a claim term**

23 Plaintiffs propose to delete “substantially uncompressed” from the claim
24 language. This is impermissible under established Federal Circuit precedents.

25 First, Plaintiffs’ construction violates a fundamental tenet of claim
26 construction—claim language cannot be construed to “render[] them void,
27 meaningless, or superfluous.” *Intel Corp. v. Qualcomm Inc.*, 21 F.4th 801, 810 (Fed.
28 Cir. 2021); see also *Merck & Co. Inc. v. Teva Pharms. USA, Inc.*, 395 F.3d 1364,

1 1372 (Fed. Cir. 2005) (“A claim construction that gives meaning to all the terms of
 2 the claim is preferred over one that does not do so.”). Here, Plaintiffs’ construction
 3 would require the Court to find that “substantially uncompressed” is meaningless and
 4 superfluous.

5 Second, the Federal Circuit has “repeatedly and consistently [] recognized that
 6 courts may not redraft claims … to sustain their validity.” *Chef Am.*, 358 F.3d at
 7 1374. If the claim is invalid as written—as is the case here—the Court cannot rewrite
 8 the claim to avoid invalidity. *See Horizon Pharma*, 839 F. App’x at 505 (“That the
 9 proper construction of the claims is nonsensical does not warrant judicial redrafting
 10 of the claims.”). To the extent Plaintiffs argue that claim 10 includes an error, the
 11 proper procedure would be to petition the Patent Office for correction because “the
 12 district court d[oes] not have authority to correct [an] error in” the asserted claim. *H-*
13 W Tech., L.C. v. Overstock.com, Inc., 758 F.3d 1329, 1334 (Fed. Cir. 2014). Thus,
 14 the Court should reject Plaintiffs’ construction and find the term indefinite.

15 **B. ’610 Patent**

16 1. **“intra prediction for at least one of the pixels within the
 17 second group is obtained by using pixels from neighboring
 18 pixels within the first group of pixels in blocks already coded
 and neighboring pixels outside the block that have already
 been coded” (claim 6)**

| Defendants’ Construction | Plaintiffs’ Construction |
|--------------------------|--|
| Indefinite | determining at least one pixel in the second group using already coded pixels within the first group and outside the block |

22 This term’s requirement that the first group of pixels must be “*in blocks
 23 already coded*” contradicts other requirements of claim 6, rendering the claim
 24 indefinite. *See In re Shafovaloff*, 2025 WL 1779173, at *2 (Fed. Cir. 2025)
 25 (“contradictory requirements deprive the public of notice of the scope of the
 26 invention and the claims are, therefore, invalid as indefinite”). Recognizing this,
 27 Plaintiffs aim to delete this limitation by rewriting the term entirely. But Plaintiffs’
 28 rewriting is impermissible, especially because “in blocks already coded” was added

1 during prosecution to differentiate prior art. Given the language of the claim as
2 written, the term is indefinite. *See Process Control Corp. v. HydReclaim Corp.*, 190
3 F.3d 1350 (Fed. Cir. 1999) (“[W]here, as here, claims are susceptible to only one
4 reasonable interpretation [that] results in a nonsensical construction of the claim as a
5 whole, the claim must be invalidated.”).

6 **a. *Claim 6 is internally contradictory and indefinite***

7 Claim 6 is indefinite because it includes two mutually exclusive
8 requirements—the “first group of pixels” must be in the current block being coded
9 and in blocks already coded.

10 The first element of claim 6 defines the “first group” of pixels to be in the
11 current block being encoded by intra prediction. It specifies “encoding a block”—
12 *i.e.*, the block currently being encoded—“by dividing pixels within the block into at
13 least a first group and a second group.” *See* Ex. 1 (Mayer-Patel Decl.), ¶¶53-54. Thus,
14 this element requires the “first group” to be within the block of pixels undergoing
15 encoding.

16 The second element of claim 6 requires “the first group of pixels” to be “in
17 blocks ***already*** coded”—*i.e.*, in blocks that have already completed encoding. The
18 only antecedent basis for “***the*** first group of pixels” recited in the second element
19 comes from the first element, which already defined “a first group” to be pixels in
20 the block undergoing encoding. *See* Ex. 1 (Mayer-Patel Decl.), ¶56.

21 Accordingly, claim 6 includes an internal contradiction as to “the first group”
22 of pixels: they must both reside within the block currently being coded, as well as “in
23 blocks already coded.” *Id.* The same “first group” cannot be in two places at once.
24 Indeed, Plaintiffs’ expert admitted that requiring the current block’s “first group” to
25 be in blocks already coded “makes no sense.” Ex. 4 (Moulin Tr.) at 133:6-15. But
26 that is precisely what the claim language requires. This contradiction renders the
27 claim term indefinite. *See, e.g., In re Shafovaloff*, 2025 WL 1779173, at *2; *Virtual*
28

1 *Sols., LLC v. Microsoft Corp.*, 925 F.Supp.2d 550, 569-70 (S.D.N.Y. 2013) (claim
2 reciting “two apparently contradictory statements” is indefinite).

3 **b. Plaintiffs cannot delete claim limitations**

4 Unable to resolve claim 6’s internal contradiction, Plaintiffs propose to delete
5 “in block already coded” and other language from the claim. But Federal Circuit
6 precedents prohibit litigants from “redraft[ing] claims … to sustain their validity.”
7 *Chef Am.*, 358 F.3d at 1374.

8 First, by deleting “in blocks already coded,” Plaintiffs’ construction seeks to
9 recapture claim scope relinquished during prosecution. *See Comput. Docking Station*
10 *Corp. v. Dell, Inc.*, 519 F.3d 1366, 1379 (Fed. Cir. 2008) (Plaintiff “cannot recapture
11 claim scope disavowed during prosecution to prove infringement”). This limitation
12 was added during prosecution to distinguish prior art. As originally drafted, claim 6
13 required the first and second group of pixels to be within the same block. *See* Ex. 13
14 (’610 File History, 11/1/18 Response) at 2-3. The Examiner rejected the claims based
15 on the Chen prior art, explaining that Chen teaches “the first group and the second
16 group **are part of a same block.**” Ex. 14 (’610 File History, 11/7/19 Rejection) at 5-
17 8. Chen discloses dividing a block of pixels into first and second groups of “sub-
18 blocks,” and intra-predicting a “second group” using the “first group” from the same
19 block. Ex. 15 (Chen) at claims 1, 5-6. Faced with this rejection, the patentee amended
20 claim 6 by requiring “the first group” to be “in blocks already coded,” thereby
21 differentiating Chen’s teaching of the first and second groups in the same block:

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1 6. (Currently Amended) In a video encoder, a method, comprising:
2 encoding a block in a picture using intra prediction by dividing pixels within the
3 block into at least a first group and a second group and predicting pixels in the first group
4 from neighboring pixels outside the block, prior to encoding the pixels in the second
5 group,
6 wherein an intra prediction for at least one of the pixels within the second group
7 is obtained by using based on at least one of pixels from neighboring pixels within the
8 first group of pixels in blocks already coded and neighboring pixels outside the block that
9 have already been coded, and
10 wherein the first group and the second group are implicitly derived from
11 neighboring pixels of the block part of a same block that is contained within a
12 macroblock.

13 Ex. 16 ('610 File History, 2/5/20 Response) at 3. The patentee argued "Chen does
14 not teach or suggest" this amended claim. *Id.* at 7-8.

15 Having relied on these amendments to overcome Chen, Plaintiffs cannot ask
16 the Court to ignore them during claim construction. *See Southwall Techs., Inc. v.*
17 *Cardinal IG Co.*, 54 F.3d 1570, 1576 (Fed. Cir. 1995) ("The prosecution history
18 limits the interpretation of claim terms so as to exclude any interpretation that was
19 disclaimed during prosecution."). Indeed, Plaintiffs' construction would broaden
20 claim scope to encompass Chen's teaching. Plaintiffs must be held to the language
21 added during prosecution, even if that language contradicts the specification. *See*
22 *Synchronoss Techns., Inc. v. Dropbox, Inc.*, 987 F.3d 1358, 1366-67 (Fed. Cir 2021)
23 (affirming indefiniteness for a term and declining to rewrite the claim based on how
24 " a [POSITA] would read the specification").

25 Second, Plaintiffs' construction improperly broadens claim scope by further
26 omitting the requirement of using "neighboring pixels" for prediction. Plaintiffs'
27 expert conceded that using "neighboring pixels" is critical to the '610 Patent because
28 "the quality of predictions decreases with the distance between pixels." *See* Ex. 4
 (Moulin Tr.) at 111:21-115:25, 124:17-125:4. But Plaintiffs' construction eliminates
 this requirement and can be met even where the second-group pixels are far away.

1 Confronted with this during his deposition, Plaintiffs' expert admitted that claim 6
 2 requires using "neighboring pixels." *Id.* at 128:9-23 ("[F]or pixels outside the block,
 3 ***it's important to specify that they're neighboring pixels.***"), 120:21-121:2 ("So, if
 4 you look at the pixels outside the block so ***those need to be neighboring according***
 5 ***to the claim.***").

6 Plaintiffs' attempt to remove two critical limitations is improper because
 7 "[e]ach element contained in a patent claim is deemed material." *Warner-Jenkinson*,
 8 520 U.S. at 29. Claim construction seeks to define what the claim language means; it
 9 cannot be used to remove limitations altogether. Accordingly, Plaintiffs' construction
 10 should be rejected, and the court should find this term indefinite.

11 C. '268 Patent

12 1. "[a] reference type display[] having [a] reference color 13 gamut" (claims 1, 6, 7, 8, 11)

| 14 Defendants' Construction | 15 Plaintiffs' Construction |
|---|--|
| a display that supports a standardized color gamut | display capable of accurately displaying colors in accordance with a standardized color gamut |

16 Both parties agree that a "reference color gamut" means a "standardized color
 17 gamut." Ex. 1 (Mayer-Patel Decl.), ¶¶79-82; Ex. 2 (Sprenger Decl.), ¶¶37-39. The
 18 dispute is whether a display must "support" a standardized color gamut (Defendants'
 19 construction) or be "capable of accurately displaying colors in accordance with" a
 20 standardized color gamut (Plaintiffs' construction) for it to be a "reference type
 21 display." Defendants' construction is clear, based on the intrinsic evidence, and
 22 provides objective boundaries. By contrast, Plaintiffs' construction unnecessarily
 23 injects ambiguity and subjectivity through the phrase "capable of accurately
 24 displaying colors in accordance with."

25 The intrinsic evidence confirms Defendants' construction is correct. Every
 26 recitation of "reference type display" in the patent is directly tied to it having a
 27 "reference color gamut." '268 Patent at Abstract, 4:41-5:35, 7:9-18. A POSITA
 28 would therefore have understood that a "reference type display" is one that supports

1 a standardized color gamut defined by a standard setting organization. Ex. 1 (Mayer-
2 Patel Decl.), ¶79. The word “support” is plain, objective, and readily understandable
3 to a jury: a display either supports, or does not support, a standardized color gamut.
4 The Court should therefore adopt Defendants’ construction.

5 Plaintiffs’ construction, in contrast, is unworkable and injects unnecessary
6 ambiguity. Plaintiffs’ expert, Dr. Sprenger, admitted that determining whether a
7 display is “capable of accurately displaying colors in accordance with” a standardized
8 color gamut, as required by Plaintiffs’ construction, is “a judgment call” and “entirely
9 user dependent.” Ex. 5 (Sprenger Tr.) at 91:12-92:21. He further acknowledged that
10 “a number of people in the creative process chain,” including, for example, directors,
11 colorists, and “people in procurement” could make that subjective determination. *Id.*
12 at 94:2-95:14. According to Dr. Sprenger, if one person is “satisfied” with a display
13 that fills 99% of a standardized color gamut, then that display would be a “reference
14 type display” to that person. *Id.* at 91:12-92:21. However, if a second person is not
15 satisfied, then that same display would not be a “reference type display” to the second
16 person. Plaintiffs’ construction thus improperly injects a subjective test for
17 determining whether a display is a “reference type display.” Courts have rejected
18 such constructions. *See Intell. Ventures I LLC v. T-Mobile USA, Inc.*, 902 F.3d 1372,
19 1381 (Fed. Cir. 2018) (finding a term that is “subjective and user-defined” indefinite);
20 *Cypress Lake Software, Inc. v. Samsung Elecs. Am., Inc.*, 382 F. Supp. 3d 586, 610
21 (E.D. Tex. 2019) (same).

22 The flaws in Plaintiffs’ construction are further underscored by Dr. Sprenger’s
23 inability to apply it consistently. Consider a display that is “capable of accurately
24 displaying colors in accordance with a standardized color gamut,” as required
25 Plaintiffs’ construction, but is also capable of displaying colors beyond that
26 standardized color gamut. On its face, such a display should satisfy Plaintiffs’
27 construction. Yet, when asked if such a display would qualify as a “reference type
28 display,” Dr. Sprenger testified that it would not under Plaintiffs’ construction. Ex. 5

(Sprenger Tr.) at 57:15-57:24. That result is illogical and highlights the ambiguity in Plaintiffs' construction, as it excludes displays that should fall squarely within the wording of Plaintiffs' own construction. To justify this outcome, Dr. Sprenger asserted that the answer depends on the display's operation modes. *Id.* at 52:22-53:16, 57:15-58:8. But neither the '268 Patent nor Plaintiffs' construction mentions operating modes, let alone suggests that a display can be a reference type display in one mode but not in another mode. The Court should therefore reject Plaintiffs' construction and adopt Defendants' construction.

2. “[a] non-reference type display[] having [a] non-reference color gamut” (claims 1, 6, 8, 11)

| Defendants' Construction | Plaintiffs' Construction |
|--|--|
| a display that does not support a standardized color gamut | display capable of displaying colors in accordance with a color gamut other than the reference color gamut |

The issue here is straightforward: “a **non**-reference type display having a **non**-reference color gamut” is simply the opposite of “a reference type display having a reference color gamut.” The '268 Patent provides no basis for treating it otherwise. Thus, the proper construction of this term must be the opposite of the construction adopted for the “reference type display” term discussed above.

Defendants' construction reflects this common-sense interpretation. If “a reference type display having a reference color gamut” is properly construed as “a display that supports a standardized color gamut,” then “a **non**-reference type display having a **non**-reference color gamut” must mean “a display that does **not** support a standardized color gamut.” Ex. 1 (Mayer-Patel Decl.), ¶¶85-86. This construction is consistent with the plain language of the claims, the intrinsic evidence, and the way a POSITA would understand the claim terms.

Plaintiffs' construction, by contrast, improperly collapses two mutually exclusive categories of displays into overlapping ones. Under their approach, a single display can simultaneously qualify as both a reference type display and a non-

1 reference type display. For example, consider a display that is “capable of accurately
2 displaying colors in accordance with a standardized color gamut” but is also capable
3 of displaying colors beyond that standardized color gamut. Such a display would
4 satisfy Plaintiffs’ construction of “a reference type display having a reference color
5 gamut” because it is “capable of accurately displaying colors in accordance with a
6 standardized color gamut.” At the same time, that very same display would also
7 satisfy Plaintiffs’ construction of “a non-reference type display having a non-
8 reference color gamut” because it is also “capable of displaying colors in accordance
9 with a color gamut other than the reference color gamut” (*i.e.*, a color gamut that
10 extends beyond the standardized color gamut). Indeed, Plaintiffs’ expert
11 acknowledged this lack of mutual exclusivity, namely, that Plaintiffs’ construction
12 would permit a single display to qualify as both a reference type display and a non-
13 reference type display. Ex. 5 (Sprenger Tr.) at 52:22-53:16, 57:15-58:8. Such a result
14 is illogical.

15 Plaintiffs may attempt to salvage this contradiction by arguing that whether a
16 display is “reference” or “non-reference” depends on the display’s operating mode.
17 But as explained above, neither the ’268 Patent nor Plaintiffs’ construction mentions
18 operating modes or suggests that a display can switch between being a reference
19 display in one mode and a non-reference display in another. Nothing in the intrinsic
20 record supports such a reading.

21 Accordingly, Plaintiffs’ construction should be rejected, and the Court should
22 adopt Defendants’ construction.

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1 3. **“at least one of a non-reference type display ... and a**
 2 **reference type display...” (claims 1, 6)**

| Defendants’ Construction | Plaintiffs’ Construction |
|--|--|
| at least one of each category of displays selected from category (1) a non-reference type display having a nonreference color gamut and category (2) a reference type display having a reference color gamut | Plain and ordinary meaning: one or both of a display capable of accurately displaying colors in accordance with a standardized color gamut and a display capable of displaying colors in accordance with a color gamut other than the reference color gamut. |

8 The parties dispute whether “at least one of [A] **and** [B]” is conjunctive
 9 (Defendants’ position) or disjunctive (Plaintiffs’ position). This issue is not new: the
 10 Federal Circuit has already resolved it by finding the phrase to be conjunctive,
 11 requiring at least one of each listed category.

12 In *SuperGuide Corp. v. DirecTV Enters., Inc.*, the Federal Circuit construed
 13 the similar term “**at least one of** a desired program start time, a desired program end
 14 time, a desired program service, **and** a desired program type.” 358 F.3d 870, 884
 15 (Fed. Cir. 2004). The Court held that because “‘at least one of’ precedes a series of
 16 categories of criteria, and the patentee used the term ‘and’ to separate the categories
 17 of criteria,” the term is a “conjunctive list” requiring “at least one value for each
 18 category.” *Id.* at 886. Thus, the Court held that “the phrase ‘at least one of’ modifies
 19 each member of the list, *i.e.*, each category in the list.” *Id.*; *see also Touchtunes Music*
 20 *Corp. v. Rowe Int’l Corp.*, 727 F. Supp. 2d 226, 238 (S.D.N.Y. 2010) (“‘at least one
 21 of ... and’ is conjunctive and requires at least one of each category....”); *Cirba Inc.*
 22 *v. VMware, Inc.*, 2022 WL 608185, *9 (D. Del. Feb. 24, 2022) (finding “at least one
 23 of [A] and [B]” to be conjunctive); *Xidrone Sys. v. Fortem Techs., Inc.*, 2025 WL
 24 388666, *7 (D. Utah Feb. 4, 2025) (same).

25 The same analysis governs here. The term at issue uses “at least one of” to
 26 describe two categories of displays: (1) a “non-reference **type** display ...” and (2) a
 27 “reference **type** display” The word “type” indicates that each requirement refers
 28

1 to a category of displays. Dependent claims 5 and 10 reinforce this by specifying
 2 different displays within those categories. And, just as in *SuperGuide*, the claim term
 3 uses the conjunctive “and” to separate these categories. Applying the “grammatical
 4 principle” explained in *SuperGuide*, the plain language of the claim term requires a
 5 conjunctive list of at least a non-reference type display ***and*** at least a reference type
 6 display. 358 F.3d at 886. Thus, the Court should adopt Defendants’ construction.

7 **D. '297 Patent**

8 **1. “side information components for modifying a functionality
 of said user interface” (claim 1)**

| Defendants’ Construction | Plaintiffs’ Construction |
|---|----------------------------|
| Governed by 35 U.S.C. § 112, ¶ 6 and indefinite ² | Plain and ordinary meaning |

12 This term invokes 35 U.S.C. §112, ¶ 6 because it recites only a function
 13 without describing any structure. Moreover, because the patent specification does not
 14 disclose sufficient structure to perform the claimed function, the term is indefinite.
 15 Plaintiffs dispute that the term is means-plus-function but are unable to explain what
 16 its “plain and ordinary meaning” is, beyond some kind of information. *See* Ex. 5
 17 (Sprenger Tr.) at 100:14-102:2. Plaintiffs’ inability to identify any plausible structure
 18 confirms that the term is indefinite.

19 **a. The term invokes §112, ¶ 6**

20 A patent cannot claim only function—when a “claim term fails to recite
 21 sufficiently definite structure or else recites function without reciting sufficient
 22 structure for performing that function,” its scope must be limited to “the
 23 corresponding structure, material, or acts described in the specification” as specified
 24 by §112, ¶ 6. *Williamson v. Citrix Online, LLC*, 792 F.3d 1339, 1348 (Fed. Cir. 2015)
 25 (quotations omitted). In determining whether §112, ¶ 6 applies, “[t]he standard is

27 ² Because the ’297 Patent was filed before the effective date of the Leahy-Smith
 28 American Invents Act (“AIA”), pre-AIA 35 U.S.C. §112, ¶ 6 governs. The same
 provision is now renumbered § 112(f).

1 whether the words of the claim are understood by persons of ordinary skill in the art
2 to have a sufficiently definite meaning as the name for structure.” *Id.*

3 Here, “side information components” is not the name of a known structure.
4 *See Ex. 1 (Mayer-Patel Decl.), ¶¶99-100; Ex. 5 (Sprenger Tr.) at 123:6-15, 125:6-16.*
5 Rather, it is used to describe a “general category of whatever may perform” the
6 function of modifying the user interface. *Egenera, Inc. v. Cisco Sys., Inc.*, 972 F.3d
7 1367, 1374 (Fed. Cir. 2020). Plaintiffs’ expert conceded as much, testifying that “side
8 information components” are “components of the side information,” which is “data
9 that’s being transmitted to enable … a receiving system to carry out certain
10 modifications or functions.” Ex. 5 (Sprenger Tr.) at 105:6-14, 123:6-15. This
11 functional description confirms that the phrase merely acts as a placeholder for
12 whatever data or algorithm that performs the claimed function.

13 Indeed, “component for” is a phrase commonly used in means-plus-function
14 claims. The Manual of Patent Examining Procedures identifies “component for” on
15 “a list of non-structural generic placeholders that may invoke 35 U.S.C. [§112, ¶ 6].”
16 Ex. 17 (MPEP §2181). And courts have found similar terms to be means-plus-
17 function. *See, e.g., Amdocs (Israel) Ltd. v. Openet Telecom, Inc.*, 2018 WL 1699429,
18 at *19-22 (E.D. Va. Apr. 6, 2018) (“enhancement component” is means-plus-
19 function); *Umbanet Inc. v. Epsilon Data Mgmt., LLC*, 2017 WL 3508771, at *7 (E.D.
20 Tex. Aug. 16, 2017) (“document-encoding component” is means-plus-function);
21 *StrikeForce Techs. Inc. v. PhoneFactor Inc.*, 2015 WL 5708577, at *3 (D. Del. Sept.
22 29, 2015) (“component for receiving the transmitted data...” is means-plus-function).
23 Here, “side information components...” invokes §112, ¶ 6 for the same reason.

24 **b. *The term is indefinite because the specification does not
 describe sufficient structure***

25 A patent that “claim[s] a means for performing a particular function and then
26 ... disclose[s] only a general purpose computer as the structure” is indefinite for
27 “pure functional claiming.” *Aristocrat Techs. Austl. PTY Ltd. v. Int’l Game Tech.*,
28

1 521 F.3d 1328, 1333 (Fed. Cir. 2008). For each means-plus-function limitation, the
2 “specification must disclose with sufficient particularity the corresponding structure
3 for performing the claimed function” *Triton Tech of Tex., LLC v. Nintendo of*
4 *Am., Inc.*, 753 F.3d 1375, 1378 (Fed. Cir. 2014). Where “the function is performed
5 by a general purpose computer or microprocessor, then the specification must also
6 disclose the algorithm that the computer performs to accomplish that function.” *Id.*

7 The ’297 Patent’s specification does not describe any algorithm for modifying
8 a user interface. It refers to “side information components” in four instances, none of
9 which describe any corresponding structure. *See* Ex. 1 (Mayer-Patel Decl.), ¶¶101-
10 102. In one, the specification simply repeats the claim language. ’297 Patent at 1:45-
11 49. In the other three, the specification generally states that the “side information
12 components” can be fed into generic computer components (e.g. a buffer and a
13 modification unit) to modify the user interface. *Id.* at Abstract, 2:41-48.

14 The patent’s use of generic computer hardware to enact a user interface
15 modification is insufficient. The specification must disclose “‘adequate’
16 corresponding structure to achieve the claimed function.” *Williamson*, 792 F.3d at
17 1352. That is not the case here. A “general-purpose computer without any special
18 programming” cannot generate the claimed user interface modifications. *Ergo*
19 *Licensing, LLC v. CareFusion 303, Inc.*, 673 F.3d 1361, 1365 (Fed. Cir. 2012). Here,
20 even if one were to assume that a computer’s buffer and modification unit read, store,
21 or use “side information components,” that does not explain what structures “side
22 information components” encompass for modifying user interface. This is exactly the
23 kind of “black box” functional claiming prohibited by the Federal Circuit. *Id.*

24 A claim “cannot be construed so broadly to cover every conceivable way or
25 means to perform the [claimed] function” *Mas-Hamilton Grp. v. LaGard, Inc.*,
26 156 F.3d 1206, 1214 (Fed. Cir. 1998). Plaintiffs’ “plain and ordinary meaning”
27 construction attempts to do exactly this—it would encompass any software or data
28 “components” capable of performing the claimed function. Thus, the court should

1 construe this term under §112, ¶ 6 and find it indefinite for claiming a function
 2 without limiting that function to a particular structure.

3 **2. “modifying a way in which said user can provide input into
 said user interface by using said stored side information
 components” (claim 1)**

| Defendants' Construction | Plaintiffs' Construction |
|--|----------------------------|
| modifying the way in which the user can input commands or operations into said user interface (e.g. changing from “pushing a displayed button” to “uttering the respective keyword”) by using the stored side information components | Plain and ordinary meaning |

9 During prosecution, the patentee relied on this term to distinguish prior art that
 10 disclosed modifying the appearance and functionality of a user interface. Thus, “the
 11 doctrine of prosecution disclaimer attaches and narrows the ordinary meaning of the
 12 claim congruent with the scope of the surrender.” *Omega Eng’g, Inc, v. Raytek Corp.*,
 13 334 F.3d 1314, 1324 (Fed. Cir. 2003). Accordingly, the term should be construed to
 14 require a modification to the method by which a user inputs commands.

15 During prosecution of the ’297 Patent, the Examiner rejected its claims over
 16 several prior art references—such as Matsushita, Welsh, and Kohorn—that each
 17 disclosed modifying the display or functionality of the user interface. Ex. 18 (’297
 18 File History, 3/6/2007 Office Action). The patentee responded that none of these
 19 references disclosed “modifying a way in which said user can provide input” because
 20 they only “allow[ed] different user interface displays” by using the same input
 21 methods, such as a keyboard or remote. Ex. 19 (’297 File History, 8/28/2007
 22 Response) at 7-8. In contrast, the patentee characterized the ’297 Patent as teaching
 23 “a modification of the user interface input” by switching from a remote control to “a
 24 voice controlled user interface.” *Id.* at 7-8.

25 The patentee distinguished the prior art for failing to disclose a change to the
 26 input method, emphasizing that the prior art “means for response reception are
 27 unalterable” and that the “response unit is a keyboard which is unalterable.” *Id.* at 9-

1 10. Because the prior art references used the same user input methods—even when
2 changing the user interface displays or functions—the patentee argued that they do
3 not teach changing “*the way in which the user can input commands or operations*
4 *into the user interface* of the apparatus.” *Id.* at 7-8. The patentee repeatedly
5 differentiated the “instant invention” from the prior art on this basis: “a drawback of
6 these prior interfaces is that they are defined and fixed ... the instant invention
7 provides a broadcaster or other media supplier with the capability to modify a way in
8 which input to a user interface can be provided by a user.” *See* Ex. 20 (’297 File
9 History, 8/5/2008 Appeal) at 8-9; Ex. 21 (’297 File History, 12/18/2008 Reply) at 2-
10 3.

11 These statements “clearly and unequivocally disclaimed” patent scope
12 distinguished during prosecution. *Sound View Innovations, LLC v. Hulu, LLC*, 2020
13 WL 10758103, at *4 (C.D. Cal. 2020). “By insisting that its invention [differed from
14 the prior art], the patentee has rejected the examiner’s broad assessment of the claim
15 scope and stated in a public record what his invention could not be.” *Omega Eng’g*,
16 334 F.3d at 1327. Thus, having relied on a change in the input method to differentiate
17 prior art, Plaintiffs cannot now rely on a “plain and ordinary meaning” to recapture
18 the disclaimed claim scope, such as modifying the user interface using the same input
19 methods. Thus, the Court should adopt Defendants’ construction, which is based on
20 the patentee’s own statements during prosecution.

21 **IV. CONCLUSION**

22 For the above reasons, Defendants respectfully request that the Court adopt
23 their proposed constructions.

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1 DATED: August 22, 2025

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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Defendants, certifies that this opposition brief contains 6,993 words, which complies with the word limit of L.R. 11-6.1. Counsel relies on the word count word-processing application used to prepare the brief.

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